EXHIBIT 67

Case 3:23-cv-03417-VC   Document 562-12   Filed 04/25/25   Page 2 of 28

3/6/2025   Richard Kadrey, et al. v. Meta Platforms, Inc. Barbara Frederiksen-Cross
                        Highly Confidential - Attorneys' Eyes Only

Page 1

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

_____

RICHARD KADREY, et al.,   )
)
          Individual and   )
          Representative   )
          Plaintiffs,   )
)
v.   )   Case No. 3:23-cv-03417-VC
)
META PLATFORMS, INC.,   )
)
          Defendant.   )
_____)

** HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY **

Videotaped Deposition of BARBARA FREDERIKSEN-CROSS

Palo Alto, California

Thursday, March 6, 2025

Reported Stenographically by

Michael P. Hensley, RDR, CSR No. 14114

_____

DIGITAL EVIDENCE GROUP

1730 M Street, NW, Suite 812

Washington, D.C. 20036

(202) 232-0646

Page 41

```
 1  BY ATTORNEY POUEYMIROU:

 2       Q.   You said it depends on your client.  You

 3  can set your client in a way that would prevent you

 4  from distributing anything?

 5       A.   Mm-hmm.

 6       Q.   How would you do that?

 7       A.   It depends on the specific client, but

 8  typically it's done via the bandwidth setting, the

 9  upload bandwidth setting or the share ratio settings

10  or the upload slot settings.  And so there -- there

11  are various dials and levers, if you will, within

12  the software that allow you to control that kind of

13  behavior.

14       Q.   Did you look at those settings in this

15  case?

16            ATTORNEY MORTON:  Object to form.

17            THE WITNESS:  My understanding from the

18  testimony and my conversations with the Meta

19  engineer is that the settings for libtorrent were

20  the default settings.  And so I looked at the

21  libtorrent source code to examine the default

22  settings there.

23  BY ATTORNEY POUEYMIROU:

24       Q.   So Meta didn't change the bandwidth

25  settings, share ratio settings, and upload slot
```

Page 42

 1   settings?

 2   ATTORNEY MORTON: Object to form.

 3   THE WITNESS: It is my understanding that

 4   they made a change to one of those parameters in

 5   order to further limit sharing, but the individual I

 6   spoke with -- and I -- I would have to look at my

 7   notes. It's in the notes which I know were produced

 8   to you.

 9   I think that they were not able to

10   determine at the time I spoke to them which specific

11   setting they had changed. And so I was unable to

12   examine that specific setting, but I did examine the

13   libtorrent settings generally.

14   ATTORNEY POUEYMIROU: Can we take Tab 4

15   out.

16   Thank you.

17   All right. This is Exhibit 4, yeah.

18   BY ATTORNEY POUEYMIROU:

19   Q.   These are the notes that you just

20   referenced.

21   A.   Mm-hmm.

22   Q.   And I just wanted to clarify something.

23   A.   Of course.

24   Q.   You were unable to examine that specific

25   setting, but you did examine the libtorrent settings

Page 43

 1   generally.

 2   A.   Mm-hmm.

 3   Q.   Are you saying the default settings?

 4   ATTORNEY MORTON: Object to form.

 5   (Exhibit 4 was marked for identification.)

 6   THE WITNESS: Give me a minute to refresh

 7   here.

 8   ATTORNEY POUEYMIROU: If it's possible

 9   actually I'd like to call a break right now.

10   THE VIDEOGRAPHER: Okay. Do you want to

11   go off the record, Counsel?

12   ATTORNEY MORTON: Oh, yeah. Fine.

13   ATTORNEY POUEYMIROU: Thank you.

14   THE VIDEOGRAPHER: We are now off the

15   record at 11:00.

16   (A break was taken.)

17   THE VIDEOGRAPHER: We are now on the

18   record at 11:19.

19   BY ATTORNEY POUEYMIROU:

20   Q.   Good morning. Or early afternoon,

21   Ms. Frederiksen-Cross.

22   ATTORNEY MORTON: I think it's still

23   morning but --

24   ATTORNEY POUEYMIROU: Is it?

25   THE WITNESS: It's still AM, it just feels

Page 44

```
 1   that way.

 2              ATTORNEY POUEYMIROU:  I've been up since

 3   4:00; so --

 4              THE WITNESS:  Oh, I'm sorry.

 5              ATTORNEY POUEYMIROU:  That's what five

 6   kids does to you.

 7   BY ATTORNEY POUEYMIROU:

 8       Q.   Okay.  So we were talking about the

 9   default settings of libtorrent, which you said you

10   had examined.  And I was hoping you could tell me

11   whether those settings were changed.

12              ATTORNEY MORTON:  Object to form.

13              THE WITNESS:  My understanding is that in

14   the 2024 downloads, there were no changes to the

15   settings.  As I note in my notes from Nikolay

16   Bashlykov, he had indicated that in the 2023

17   seeding, the dev server had only http ports open and

18   he had set the seed factor to a minimal amount, but

19   when I spoke to him, he did not recollect the

20   specific setting that he had changed in 2023 with

21   respect to the seeding.

22              So I was unable to examine whether that

23   change was actually the default or something else in

24   the 2023.

25                            ///
```

Page 45

```
 1   BY ATTORNEY POUEYMIROU:

 2        Q.    Okay.  So I just want to unpack that a

 3   sec.

 4              So you're saying that the 2024 downloads,

 5   and by that you mean Ms. Wang's torrenting in 2024?

 6        A.    Xiaolan's, yes.

 7        Q.    That there were no setting -- there was no

 8   change to the default settings of libtorrent?

 9              ATTORNEY MORTON:  Object to form.

10              THE WITNESS:  My understanding is that she

11   said she had not changed anything in the

12   configuration; so neither libtorrent nor the network

13   settings that are discussed in my report for the --

14   for the seeding operation with respect to that

15   download.

16   BY ATTORNEY POUEYMIROU:

17        Q.    Okay.  You had referenced bandwidth

18   settings, share ratio settings, and upload slot

19   settings as among the default settings of

20   libtorrent.  And what do those settings impact?

21              ATTORNEY MORTON:  Object to form.

22              Object to the extent it's outside the

23   scope of your report.

24              THE WITNESS:  Yeah, I mean --

25                        ///
```

Page 101

```
 1          Q.    So I wanted to return back to paragraph 44

 2    in your report.

 3          A.    Okay.

 4          Q.    Which we were talking about.  I think we

 5    only got as far as bandwidth.

 6          A.    Mm-hmm.

 7          Q.    I wanted to unpack that sentence:

 8                [As Read]  Whenever a node

 9                participates in a P2P network, it

10                contributes to the overall bandwidth,

11                content, storage, and processing power of

12                the entire network.

13                What does it mean to say a node -- when a

14    node participates in a P2P network, it contributes

15    to the overall content of the entire network?

16          A.    Well, it means that the node could be

17    downloading content or uploading content or both

18    within that network, depending on, you know, the

19    node itself and the settings and what it has.

20          Q.    And what about -- what does it mean to say

21    that the node is contributing storage to the entire

22    network?

23          A.    Well, again to the extent that a node is a

24    provider of content, it is storing a copy of that

25    content as similarly to the extent that it's
```

Page 102

```
 1   downloading content it's -- once downloaded and

 2   verified it's storing that content.  So from the

 3   standpoint of where that piece of information exists

 4   in the universe, it is somewhere in that -- that

 5   network once it's been replicated there.

 6        Q.   And by "node" here are you using that

 7   interchangeably with "peer"?

 8        A.   In this content, generally, yeah.  I mean,

 9   any particular node as the capability to be either a

10   server or a recipient, and so typically a peer again

11   with the carve out of we're not talking specifically

12   about the tracker node here.

13        Q.   Yeah.

14             And what do you mean when you say that the

15   node or peer is contributing to the processing power

16   of the entire network?

17        A.   Well, again, taking, for example, with

18   respect to either BitTorrent or eDonkey or one of

19   the P2P systems that uses distributed hash tables,

20   that means that peers can actually be fulfilling

21   some of the functions beyond simply participating in

22   downloading or uploading data but they might be

23   assisting in locating other peers or providing

24   information about the status of some portion of the

25   network to other peers in the network.
```

Page 103

 1   So doing some of the plumbing, if you

 2   will.

 3   Q.   And so is it fair to say, then, that when

 4   Meta was participating in the P2P networks that you

 5   looked at, that it too was contributing to the

 6   overall bandwidth, content, storage, and processing

 7   power of that network?

 8   ATTORNEY MORTON: Object to form. Outside

 9   the scope of her report. Calls for speculation.

10   THE WITNESS: Yeah, I haven't attempted to

11   specifically analyze Meta's bandwidth contribution

12   or content, storage, and processing power

13   contributions. But as a general characteristic of a

14   peer-to-peer network, you know, it was a participant

15   in that network so in some fashion or another it may

16   have been contributing those things.

17   "May have been" is -- is the operative

18   there because, again, you know, you have to look at

19   the settings and what it had and what it was doing

20   at any particular point in the time.

21   BY ATTORNEY POUEYMIROU:

22   Q.   Isn't it -- is it more likely than not

23   that it was?

24   ATTORNEY MORTON: Object to form. Outside

25   the scope of her opinions. Calls for speculation.

Page 104

 1   THE WITNESS: Certainly plausible that it

 2   could have been. More likely than not. Again,

 3   that's a technical judgment that I would want to

 4   make after evaluating the evidence as a -- as a

 5   theoretical possibility at least.

 6   BY ATTORNEY POUEYMIROU:

 7   Q.   Is it fair to say, though, that maybe the

 8   default of BitTorrent is that when a node

 9   participates, it contributes to the overall

10   bandwidth, content, storage, and processing power of

11   the entire network unless it has changed those

12   settings?

13   ATTORNEY MORTON: Object to form. Outside

14   the scope of her report. Calls for speculation.

15   ATTORNEY POUEYMIROU: I mean it's in her

16   report, Bill.

17   ATTORNEY MORTON: No. No. Not --

18   ATTORNEY POUEYMIROU: I'm reading straight

19   from it.

20   ATTORNEY MORTON: You're talking -- this

21   is a general section of her report. It's not

22   talking about the BitTorrent network in particular.

23   ATTORNEY POUEYMIROU: Yes it is. It's

24   talking about --

25   ATTORNEY MORTON: No it's not.

Page 105

```
 1              ATTORNEY POUEYMIROU:  -- peer-to-peer
 2    sharing networks.
 3              ATTORNEY MORTON:  I don't see the word
 4    "BitTorrent" in this paragraph that we're looking at
 5    right now.
 6    BY ATTORNEY POUEYMIROU:
 7         Q.   Okay.  Does this not apply to BitTorrent,
 8    this idea or this principle?
 9              ATTORNEY MORTON:  Object to form.
10              THE WITNESS:  This section, paragraphs 43
11    through 48, are general conceptual description of a
12    peer-to-peer network.  They are not specific to
13    BitTorrent or any other specific peer-to-peer.  But
14    I am attempting here at least to kind of describe
15    some of the characteristics of P2P networks that are
16    different from client-server networks as a
17    generality.  I think if you want to talk about
18    BitTorrent we should look maybe more specifically at
19    the section of my report that deals with BitTorrent.
20    BY ATTORNEY POUEYMIROU:
21         Q.   So my question for you, then, is:  Is
22    there anything about your description -- is -- is
23    BitTorrent a peer-to-peer network?
24         A.   BitTorrent is one flavor of peer-to-peer
25    network.
```

Page 106

1   Q.   Is it a very widely used BitTorrent -- is

2   BitTorrent very widely used?

3   ATTORNEY MORTON: Object to form.

4   THE WITNESS: It is a very popular form of

5   peer-to-peer network. And I guess depending on how

6   you characterize "widely used," I would be inclined

7   to think it's widely used.

8   BY ATTORNEY POUEYMIROU:

9   Q.   Okay.

10   If you turn to number 15 of your report,

11   paragraph.

12   A.   Paragraph 15?

13   Q.   Yes, please.

14   You stated that the Krein report

15   inaccurately asserts that:

16   [As Read] Any computer using a

17   BitTorrent client library application

18   becomes a host for any data they download.

19   What is inaccurate about that statement?

20   A.   I'm just -- sorry let me get with you

21   here.

22   Q.   No problem.

23   A.   Well, if by "host" I took him to mean a

24   provider of that content, that is had to say a peer

25   that stores content and hosts -- serves as a host in

Page 107

```
 1   the client-server sense to provide content to

 2   others, and that is not necessarily so in the

 3   BitTorrent protocol because a computer does not have

 4   to host for other clients.  It doesn't have to

 5   provide content to other clients.

 6            It's encouraged in the BitTorrent

 7   community that that be true, but it is not a

 8   requirement.

 9       Q.   But it is the default setting of

10   libtorrent, isn't it?

11            ATTORNEY MORTON:  Object to form.

12            THE WITNESS:  Absent any other

13   considerations such as network and bandwidth

14   throttling or any other control strictly outside the

15   BitTorrent protocol, it -- any computer has the

16   capability of being a host.  But it can only act as

17   a host if it has content and if someone asks it for

18   that content, just to be clear.

19   BY ATTORNEY POUEYMIROU:

20       Q.   Okay.  My question, though, is isn't the

21   default setting for libtorrent that peers download

22   data and also share data?

23            ATTORNEY MORTON:  Object to form.  Vague.

24   Calls for speculation.

25            THE WITNESS:  It is the default that they
```

Page 108

 1 would have that capability. Not necessarily that

 2 they do so, but that that capability is inherent in

 3 the protocol subject to the various controls we've

 4 discussed previously.

 5 BY ATTORNEY POUEYMIROU:

 6   Q.   But isn't -- it's not just capability.

 7 The setting itself for bandwidth and for uploading,

 8 unless you change it, is set to share.

 9   Is that not true?

10   ATTORNEY MORTON: Object to form. Vague.

11 Outside the scope of her report.

12   THE WITNESS: Yeah, as a -- an abstract

13 set to share, the default would enable a particular

14 computer to be able to share. As I said before,

15 before any sharing can actually happen, several

16 things have to happen within the BitTorrent protocol

17 itself. And those would affect whether or not that

18 peer actually shared.

19   I mean, it's like you have an automobile

20 with a running engine. You have the capability of

21 driving it somewhere, but it doesn't mean you drive

22 it somewhere until someone gets in and takes the

23 necessary actions to start the engine and point the

24 car and navigate it somewhere. So similarly in

25 BitTorrent, the potential to share is there but not

Page 130

```
 1   BY ATTORNEY POUEYMIROU:

 2        Q.   And then after that, you discuss the

 3   tit-for-tat way that BitTorrent works.

 4             What do you mean by "tit-for-tat way that

 5   BitTorrent works"?

 6             ATTORNEY MORTON:  Object to form.

 7             THE WITNESS:  It's a term of art that's

 8   actually in the BitTorrent protocol.  But basically

 9   tit-for-tat means that in order to optimize

10   BitTorrent behavior, the presumption is that both

11   peers will share -- and again, that's not a

12   requirement, but from the understanding of the

13   underlying presumption is that both peers are there

14   to share content, a particular set of content,

15   downloading and uploading that content.

16             And also that peers, in order to optimize

17   the effectiveness and the speed of transfer, will

18   preferentially upload to peers who are downloading

19   to them.  So if I'm connected to both you and your

20   colleague, and you are downloading to me every time

21   I ask you for a piece and your colleague is not, I

22   will upload more to you than I will to your

23   colleague because you are a preferred trading

24   partner, if you will.

25             It's like going to the fast lane in a --
```

Page 131

 1   in the grocery checkout or something. You see that

 2   things are moving faster here, well, that's where

 3   you want to be. I mean, obviously you've got a

 4   couple lanes to choose from here.

 5   BY ATTORNEY POUEYMIROU:

 6   Q.   So if you want to get data faster --

 7   A.   Mm-hmm.

 8   Q.   -- you're going to be a part of this

 9   tit-for-tat exchange?

10   ATTORNEY MORTON: Object to form.

11   THE WITNESS: It's not exactly right. The

12   tit-for-tat is assuming that everybody's playing by

13   the same rules, if you will. They're always

14   cooperating with the other -- with the other peers

15   with whom they're connected.

16   And so when selecting which peers to

17   unchoke, you will use -- most of your slots will

18   remain unchoked for the peers that have historically

19   been your best exchanges. There -- I talked later

20   in the testimony here about optimistic unchoke which

21   is a once every 30 seconds you will say, well, I'll

22   unchoke some new peer that I am not currently

23   talking to and see if they will give me a better

24   rate than the peer I have.

25   And that has two effects. It means that a

Page 161

```
 1   couldn't you have done that here to support your

 2   position in this case that it was highly unlikely

 3   Meta would have seeded any of Plaintiffs' works or

 4   seeded any data at all?

 5             ATTORNEY MORTON:  Object to form.

 6             ATTORNEY POUEYMIROU:  Strike that.

 7   BY ATTORNEY POUEYMIROU:

 8        Q.   A better way to phrase it is wouldn't an

 9   experiment where you enter a swarm and you abide by

10   the same protocol of Meta, the -- the script that

11   you identified that Bashlykov wrote -- right? -- and

12   you go out with a torrent file and you see -- you

13   examine network activity for seeding, would you have

14   been able to do that?

15             Is it possible?

16             ATTORNEY MORTON:  Object to form.

17             THE WITNESS:  I would not have been able

18   to simulate the conditions that existed a year ago

19   because swarms change dynamically over time.  The

20   demand for certain content changes dramatically; so

21   that part of it I couldn't have replicated.

22             I am not aware that Plaintiffs have given

23   permission for such a test to use, you know,

24   which -- what your hypothesizing would involve me

25   using the torrents with their content on BitTorrent
```

Page 162

```
 1   and collecting traffic's, you know, analyzer data

 2   and analyzing that data but that would necessarily

 3   involve me doing exactly what they are accusing Meta

 4   of doing, and I'm not aware that I have permission

 5   to do that.

 6   BY ATTORNEY POUEYMIROU:

 7       Q.   So you're saying you don't --

 8       A.   I'm not inviting lawsuits.

 9       Q.   You say -- you're saying that you -- to do

10   exactly what Meta did in this case --

11       A.   Mm-hmm.

12       Q.   -- would be legally risky?

13            ATTORNEY MORTON:  Object to form.  Calls

14   for legal conclusion.

15            THE WITNESS:  No.  I'm saying that -- I'm

16   saying something slightly different.  I'm saying

17   that it would risk litigation because Plaintiffs

18   have already filed litigation about this; so the

19   risk is not -- it's not an issue of whether it's

20   legally risky or not.  You know, Meta did what Meta

21   did for reasons different than I would be doing

22   them.  You know, I understand that there's been

23   from -- from what I've read in the press that

24   there's been fair use arguments.  I'm not sure that

25   those would apply to me doing that kind of test.  I
```

Page 163

 1   would want to seek legal counsel about that before

 2   even -- even performing it.

 3   It is my practice and policy not to do

 4   anything in my testing that could possibly either

 5   tarnish the reputation of the attorneys with whom

 6   I'm working or expose me to risk. As just a

 7   business holder, I don't take risk lightly,

 8   especially as a small business.

 9   But -- but setting all of that aside, you

10   know, the -- the fundamental problem is that even

11   were I to do that test today, there are so many

12   things that could be variables that would differ

13   from had I done that test at a point in time in the

14   past that it would render the findings of that test

15   I think largely useless unless I had some basis to

16   establish that the swarm composition and the demand

17   for the works and blah-blah-blah were all the same

18   today as they were a year ago, and I don't have

19   that.

20   And that's one of the things that's

21   fundamentally different from the cases where I did

22   testing before because when I did them before, it

23   was at a point in time where the lawsuit was -- had

24   been filed but was still active with all of the

25   permissions that I felt I needed to feel comfortable

Page 164

```
 1   running the test and testing specifically whether a

 2   particular ISP's peers were reaching out to me

 3   because that was -- was one of the thrusts of the

 4   test is did I get incoming requests from peers on

 5   that network or did I have peers on that network

 6   providing me pieces.

 7           And again here I can't even know that it's

 8   the same peers and what network they're on.  It

 9   would appear to be irrelevant to the facts of the

10   case as near as I can tell.

11           So it's -- but, you know, I could've run a

12   similar test, but I'm not sure that it could've had

13   any meaning in the context of this case.

14   BY ATTORNEY POUEYMIROU:

15      Q.    But you still opine that it was highly

16   unlikely and right now you're saying all of these

17   circumstances that existed when Meta was doing this

18   a year ago make it such that if I was to run the

19   same sort of protocol, it couldn't really tell us

20   anything because the world was different back then.

21           That's what you're saying right now?

22      A.    No.  I'm saying that running BitTorrent

23   traffic tests are but my report is not about running

24   BitTorrent traffic tests.  It's about looking at the

25   size of the works exchanged, the period of time
```

Page 233

```
 1   BY ATTORNEY POUEYMIROU:

 2        Q.    So what is the risk -- and I don't -- I'm

 3   not asking you what Mr. Bashlykov thinks.   I'm

 4   asking you in your experience in BitTorrent.

 5             What would be the risk of using an IP to

 6   load torrented pirated content?

 7             ATTORNEY MORTON:   Object to form.

 8   BY ATTORNEY POUEYMIROU:

 9        Q.    In Meta IP?

10             ATTORNEY MORTON:   Object to form.   Outside

11   the scope of her report.

12             THE WITNESS:   Well, in -- in the context

13   of other litigation I have been involved in, IP

14   address is sometimes -- or is what -- when a

15   detection service such as Markmonitor, OpSec, or

16   whoever is monitoring BitTorrent activity, the

17   information they are able to collect is the IP

18   address that's initiating the network communication

19   using the protocol.

20             So if we're assuming that this "IP" stands

21   for "IP address" -- or I think your question was

22   more broadly not -- first was more broadly and then

23   you qualified Metas but if we're assuming that this

24   is Meta's IP, you know, potentially that could be a

25   concern about detection.   It could also potentially
```

Page 234

 1   be a concern about bringing home contaminated, like

 2   virally contaminated content, to the local server

 3   that they might want to put something somewhere

 4   where they can make sure it's clean and sanitized

 5   and not infected with malware. I mean --

 6   BY ATTORNEY POUEYMIROU:

 7   Q.   Is pirated content --

 8   ATTORNEY MORTON: She hadn't finished her

 9   answer. Again, you interrupted her. I think she

10   was still speaking.

11   THE WITNESS: I was just going to say,

12   again, without knowing what specifically they're

13   talking about here, it's a little bit difficult to

14   assume that I know.

15   BY ATTORNEY POUEYMIROU:

16   Q.   So Bashlykov says torrenting pirated

17   content and using Meta IP. I understand the point

18   about a concern about detection.

19   I didn't understand your point about

20   contaminated data because he talks about pirated

21   data.

22   Is it that pirated data tends to be more

23   contaminated?

24   ATTORNEY MORTON: Object to form.

25   THE WITNESS: Less true than it used to

Page 246

```
 1   60 seconds.  So that causes that little loop to

 2   execute at least once every 60 seconds.  And so that

 3   would be the outer bound on the amount of time that

 4   a -- that the -- Meta could be torrenting that

 5   particular seed.  Because, again, it's checking

 6   every 60 seconds, and as soon as it sees "is seed,"

 7   it disconnects and ends the processing for that

 8   torrent.

 9   BY ATTORNEY POUEYMIROU:

10        Q.   Okay.  So I have a lot of questions about

11   that.

12        A.   Okay.

13        Q.   My first question is is it possible to

14   just simply not seed?  Is there a setting that you

15   can choose where you just don't seed?

16             ATTORNEY MORTON:  Object to form.

17             THE WITNESS:  Specifically in libtorrent?

18             I think that if you modified the settings

19   file to -- if you change that file so that there

20   were no upload slots, you could prevent seeding.

21   You might -- there might be a couple of other

22   changes you would need to make to the libtorrent

23   software.  I'd need to double-check because it's

24   been a while since I looked at this specific

25   version.
```

Page 247

```
 1   BY ATTORNEY POUEYMIROU:

 2        Q.   Did Meta change --

 3             ATTORNEY MORTON:   Were you done?

 4   BY ATTORNEY POUEYMIROU:

 5        Q.   Were you still talking?

 6        A.   Well, there might potentially be other

 7   ways you could also change the software to effect

 8   not seeding.  But I saw -- you know, what I was told

 9   is they made no change to it, and I saw nothing that

10   would've been caused on override to it; so --

11             So it's my understanding that Meta did not

12   change the number of default unchoke slots.

13        Q.   So in the -- so while Meta had the

14   opportunity to modify the settings to completely

15   stop seeding, it did not modify those settings?

16             ATTORNEY MORTON:   Object to form.

17   Misstates testimony.

18             THE WITNESS:   It's assuming that Meta was

19   familiar enough with that client to know what to

20   change in the programming.  You know, I don't know

21   if they have that familiarity or expertise or not.

22   So when you say "they had the ability to," I don't

23   know if they had the ability to.  They may have or

24   may not have depending on their knowledge of the

25   torrent file and how to -- how it could be
```

Page 248

```
 1   controlled.

 2   BY ATTORNEY POUEYMIROU:

 3        Q.   Is there anything that makes you think

 4   Meta employees didn't have familiarity with their

 5   torrent client?

 6             ATTORNEY MORTON:  Object to form.  Outside

 7   the scope of her report.  Calls for speculation.

 8             THE WITNESS:  I haven't seen anything that

 9   suggests one way or the other.

10   BY ATTORNEY POUEYMIROU:

11        Q.   You spoke to three employees involved in

12   torrenting.  Did they seem to have familiarity with

13   libtorrent?

14             ATTORNEY MORTON:  Object to form.  Vague.

15             THE WITNESS:  They really just seemed to

16   have used the vanilla libtorrent by and large; and

17   so I don't know what degree of familiarity they may

18   or may not have had, because you can download this

19   particular client build directly from libtorrent,

20   which is what I would assume they would've done

21   since they said they didn't change anything.  And so

22   I don't have knowledge specifically that they would

23   or would not have.

24   BY ATTORNEY POUEYMIROU:

25        Q.   Did you ask them why they didn't change
```

Page 270

 1   had that knowledge, then hypothetically you could do

 2   it, but I don't know if anyone at Meta possessed

 3   that knowledge of libtorrent. I don't even know if

 4   they knew there were such parameters as the -- you

 5   know, the upload slots.

 6   So I would be speculating about whether

 7   they could or could not do that without having

 8   knowledge about what their skills and capabilities

 9   were and understanding of that software was.

10   So that's the point that I was making.

11   BY ATTORNEY POUEYMIROU:

12   Q.   But you could do it; right

13   Ms. Frederiksen-Cross?

14   A.   I have studied this libtorrent code

15   extensively for several years, and I could go in and

16   make changes, yes.

17   Q.   And a company of Meta's size and stature

18   could've certainly retained some -- have you worked

19   for Meta before in the past?

20   A.   I did work on the Oculus case which

21   Facebook had purchased; so in that sense I think I

22   had that they were involved in that case. I didn't

23   work with anyone there directly. I was strictly in

24   the Oculus section.

25   Q.   So it was -- it would've been feasible for

Page 279
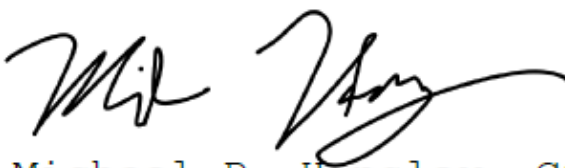
```
 1              CERTIFICATE OF SHORTHAND REPORTER

 2

 3        I, Michael P. Hensley, Registered Diplomate

 4   Reporter for the State of California, CSR No. 14114,

 5   the officer before whom the foregoing deposition was

 6   taken, do hereby certify that the foregoing

 7   transcript is a true and correct record of the

 8   testimony given; that said testimony was taken by me

 9   stenographically and thereafter reduced to

10   typewriting under my direction; that reading and

11   signing was not requested; and that I am neither

12   counsel for, related to, nor employed by any of the

13   parties to this case and have no interest, financial

14   or otherwise, in its outcome.

15

16

17

18

19        Michael P. Hensley, CSR, RDR

20

21

22

23

24

25
```